

**Local 300, Cosmetic and Novelties Workers' Union, affiliated with International Production Service and Sales Employees Union and Cosmetic Components Corp.**

**Cosmetic Components Corp. and Local 300, Cosmetic and Novelties Workers' Union, affiliated with International Production Service and Sales Employees Union, Petitioner. Cases 29-CB-3973 and 29-RC-4672**

September 15, 1981

## DECISION AND ORDER

BY MEMBERS FANNING, JENKINS, AND  
ZIMMERMAN

On May 26, 1981, Administrative Law Judge Winifred D. Morio issued the attached Decision in this proceeding. Thereafter, the Employer filed exceptions limited to the Administrative Law Judge's failure to require that the notices posted as part of the remedy be in French as well as English.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The panel has considered the record and the attached Decision in light of the exceptions and has decided to affirm the rulings, findings, and conclusions of the Administrative Law Judge and to adopt her recommended Order, as modified herein.<sup>1</sup>

## ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge, as modified below, and hereby orders that the Respondent, Local 300, Cosmetic and Novelties Workers' Union, affiliated with International Production Service and Sales Employees Union, its officers, agents, and representatives, shall take the action set forth in the said recommended Order, as so modified:

1. Substitute the following for paragraph 2(a):

"(a) Post at its business office, meeting halls, and other places where notices to members are customarily posted copies of the attached notice marked "Appendix."<sup>23</sup> Copies of said notice, written in English and French, on forms provided by the Regional Director for Region 29, after being duly signed by Respondent's representative, shall be

<sup>1</sup> In view of the fact that a substantial number of the Employer's employees are French speaking, we find merit in the Employer's request that Respondent be required to post the notice to members in French as well as English.

posted by Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to members are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material."

2. Substitute the attached notice for that of the Administrative Law Judge.

## APPENDIX

NOTICE TO EMPLOYEES AND MEMBERS  
POSTED BY ORDER OF THE  
NATIONAL LABOR RELATIONS BOARD  
An Agency of the United States Government

WE WILL NOT restrain or coerce employees of Cosmetic Components Corp. by threatening them with deportation if they do not support the Union.

WE WILL NOT in any like or related manner restrain or coerce the employees of said Employer in the exercise of the rights guaranteed them in Section 7 of the National Labor Relations Act.

LOCAL 300, COSMETIC AND NOVELTIES WORKERS' UNION, AFFILIATED WITH INTERNATIONAL PRODUCTION SERVICE AND SALES EMPLOYEES UNION

## DECISION

### STATEMENT OF THE CASE

WINIFRED D. MORIO, Administrative Law Judge: This case was heard before me on February 12 and 20, 1981, at Brooklyn, New York, pursuant to a complaint issued by the Regional Director for Region 29 on December 19, 1979, which complaint was amended on January 4, 1980. The complaint, as amended, was based on a charge filed by Cosmetic Components Corp., herein called the Employer, on October 5, 1979, alleging a violation of Section (b)(1)(A) of the Act by Local 300, Cosmetic and Novelties Workers' Union, affiliated with International Production Service and Sales Employees Union, herein called the Union.

A representation petition, filed by the Union on August 8, 1979, sought an election among certain of the employees of the Employer. Pursuant to a Stipulation for Certification Upon Consent Election, an election was held on September 27, 1979. The tally of ballots issued on that date showed that, of the 35 eligible voters, 22 voted for the Union, 9 voted against it, and there were 4 challenged ballots. The Employer, on October 4, 1979, filed timely objections to the conduct of the election. On January 11, 1980, the Regional Director for Region 29 issued his report on objections, order consolidating cases,

and notice of hearing, in which report he recommended that certain objections be overruled and that a hearing be held on one objection. The Regional Director found that the objection, for which he had recommended a hearing be held, involved issues identical to the issues presented in Case 29-CB-3973. The Regional Director further recommended that the representation and unfair labor practice cases be consolidated for hearing before an administrative law judge and he issued an order consolidating the cases. No exceptions were filed to this report.

All parties were given full opportunity to participate, to introduce relevant evidence, to cross-examine witnesses, to argue orally, and to file briefs. Briefs were filed on behalf of the Union and the Employer.<sup>1</sup>

Upon the entire record in this case, and my observation of the witnesses' demeanor, and after careful consideration, I make the following:

#### FINDINGS OF FACT

##### I. JURISDICTION

The Employer, a New York corporation with its principal place of business at 88-05 76th Avenue, Glendale, New York, is engaged in the manufacture and distribution of compact mirrors and related products. Annually the Employer, in the course of its operation, manufactures products in excess of \$50,000 of which products in excess of \$50,000 are shipped from its place of business in interstate commerce directly to other States in the United States. The parties admit, and I find, that the Employer is, and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

##### II. THE LABOR ORGANIZATION INVOLVED

The Employer admits and I find that the Union is a labor organization within the meaning of Section 2(5) of the Act.

##### III. THE ALLEGED UNFAIR LABOR PRACTICE

In or about the beginning of August 1979 the Union commenced an organizing campaign in the vicinity of the Employer's premises. There were some 72 people employed at that time, the majority of whom were Haitians who spoke primarily French and Creole. The organizing campaign was conducted by Rafael Griffin and James Robinson, business agents for the Union. These union agents spoke English and Spanish but did not speak French or Creole. According to Griffin, because of this problem in communicating with employees, he requested an employee, Yveline Augustin, to act as an interpreter for the Union with the other employees. Augustin claims that it was she who approached Griffin after other employees, in effect, asked her to ascertain why Griffin was at the plant. At any rate during the conversation which ensued Griffin explained to her the advantages of unionization. She became convinced that the Union would benefit the employees and she offered to speak with the employees to determine if they would

be interested in the Union. The day following this first conversation with Griffin, Augustin reported to Griffin that there was some interest and she volunteered to assist the Union in its campaign.<sup>2</sup> At this time Augustin was still employed by the Employer and her efforts to assist the Union were confined to nonwork time.<sup>3</sup> The record fails to establish that at this point Augustin received moneys from the Union for her efforts. On August 14, 1979, Augustin was laid off and according to her own testimony her efforts on behalf of the Union increased to a full-time basis. The day following her layoff Augustin, together with Griffin and Robinson, met with Jesse Greenwald, the president of the Union. During this meeting Greenwald asked her to continue acting as an interpreter for the Union at the Employer's premises and she quickly agreed to do it. This time, however, it was understood that Augustin was to receive a sum of money for her efforts. Augustin claims that there was no set amount agreed to, it was very informal in that she would accept whatever the Union would pay. However, it is not in dispute that she did tell Greenwald in this conversation that her salary, before her layoff, ranged from about \$100 per week to \$120 per week. Augustin was emphatic that she did not consider herself as working for the Union. Griffin testified that Augustin received \$100 per week for lunch and carfare for a period of 6 months. Robinson agreed that she received \$100 per week but claimed that the sum paid also included money for supper meals. Augustin testified initially that she received \$50 per week for lunch and carfare. Thereafter when certain checks were shown to her she conceded that she received generally \$100 a week, of which \$50 was for "personal things."<sup>4</sup> The record establishes that Augustin received 10 checks from the Union during the period from August 22 to November 20, 1979. The checks from August 22 to September 5, 1979, were \$100 each and contain the notation, "Organizing expenses, Cosmetic Components."<sup>5</sup> The checks for the weeks of September 12, 25, and October 3, 1979, were for \$100 each and contain the notation, "Cosmetic Components, services rendered." The check for the week of September 19, 1979, was for \$100 and contains the notation, "Cosmetic Components." The checks for the weeks of October 10 and October 17, 1979, were for \$50 each and have the words, "Cosmetic Components, services rendered." The final check for the week ending November 20, 1979, was for \$25 and has the notation, "Org. Esp. Cosmetic Comp." During the period from the middle of August 1979 until after the election on September 27, 1979, Augustin accompanied either Griffin or Robinson to the Employer's premises on an almost daily basis and in their presence spoke to the employees about joining the Union or translated what the agents said to these employees.

<sup>2</sup> Although not clear from the record these initial conversations appear to have occurred in early August 1979.

<sup>3</sup> Augustin also translated union brochures and met with employees to discuss with them the reasons for joining the Union.

<sup>4</sup> G.C. Exh. 3 (A to J).

<sup>5</sup> There are other words on the check but these are the relevant words.

<sup>1</sup> Martha Rodriguez, counsel for the Regional Director, was permitted to participate with respect to the representation proceeding.

Augustin's testimony as to why she received money from the Union during the weeks following the election is less than clear. In response to a question on this issue, she replied, "Then the people that was in immigration was the next step, because I was blamed and accused and getting all sorts of obscene phone calls, and I was afraid, and then—Local 300 members would tell me, 'Don't worry. There is nothing to be worried about.'"<sup>6</sup>

Gladys Dupoux was employed from about May to December 1979. She was not employed by the Employer at the time of the hearing. Dupoux, who could identify Augustin only by her first name, testified that she frequently observed Augustin, generally with Griffin and Robinson in front of the plant urging employees to vote for the Union.<sup>7</sup>

During one lunch period, precise day unknown but prior to the election and after Augustin was laid off, Dupoux heard Augustin speaking to the employees about the Department of Immigration. Dupoux was uncertain whether union agents were present at the time Augustin was speaking to the employees but she stated that even if they were they would not have understood because Augustin was speaking in Creole and French. Dupoux testified that Augustin, who had been urging the employees to vote for the Union said to the employees, "I know some people who don't have an alien card, and if you don't have an alien card, and if you don't vote for the Union I am going to call Immigration." The testimony of Dupoux varied with respect to the number of employees who were present, ranging from "a lot" to five or six employees. According to Dupoux, she was hurt by Augustin's remarks because they both knew what could happen to illegal aliens. As a result she started an argument with Augustin during the course of which she told Augustin, "No, that's nasty because that's no alien problem, no Cosmetic problem. That's really flat. That's really nasty about your brothers because you are—a Haitian like me." A few days later Dupoux, again observed Augustin talking to employees in a nearby coffeeshop and heard her say, "If you don't sign the Union card or if you don't vote for the Union, the Immigration has to come." However, this time Dupoux did not have any discussion with Augustin about her statement. Dupoux claims that several employees were present but she could only identify a Violet Dezil. She did not know if Dezil heard the remarks and Dezil denies hearing any such statements. Dupoux testified that she heard the employees talk about Immigration and express their fears about being deported because many of them were illegal aliens.

There is no dispute that the issue of Immigration was discussed during the course of the campaign. Augustin testified that she became frustrated in her organizing efforts because the employees refused to join the Union due to their fears about Immigration. She denied that she was responsible for these fears, however, and claimed that she sought only to assure employees that such fears were groundless. Augustin admitted that she "exploded" at the employees because they would not support the

Union. According to Augustin it was the employees who came to her to tell her that they had been told they would be deported if they voted for the Union.<sup>8</sup> Augustin did not know who in management made this alleged statement.<sup>9</sup> She testified, "I replied to them, well, if they can't stand and fight for rights, they may as well go back to Haiti and pull sugar cane if that's what they like, because there is opportunity here, and there is people willing to help them if they're afraid; and if they don't want our help, go ahead, I don't care. I'm here. That's my words." Augustin testified that this same type of conversation took place several times during the organizing campaign. Augustin initially denied having an argument with any female employee but subsequently recalled having one with an employee she could only identify as Violet. According to Augustin this Violet tore up a union card and threw it in her face. Augustin was not sure whether or not she knew Gladys Dupoux but denied having an argument with any female employee but Violet.<sup>10</sup>

It appears that on the day following the election Immigration officials visited the plant and took some of the employees into custody. Augustin testified that later that day she received telephone calls from employees, including one who was a close personal friend, blaming her for their problems with Immigration. She testified, "They say I should have listened to what—you know, the superior told them; they shouldn't have voted because if they vote they were going to be sent away; and that's exactly what happened. I had convinced—you, I had guaranteed them such things would never happen."

#### IV. THE OBJECTION TO THE ELECTION

The facts which form the basis for the alleged unfair labor practice are also those which form the basis for the objection to the election.

#### V. THE ISSUES

The complaint alleges that a union agent threatened employees by telling them that she would report them to Immigration if they did not support the Union. This allegation raises the issue of whether this person as an agent of the Union and, if so, were her statements, if she made them, binding on the Union. It also raises the issue of whether her conduct was of such a nature as to warrant setting aside the election.

#### VI. ANALYSIS

It is well established Board policy that a statutory mandate requires the Board to apply the ordinary laws of agency.<sup>11</sup> The Board long has held, "Agency is a con-

<sup>6</sup> Augustin continued to be at the premises of the Union for several weeks after the election.

<sup>7</sup> Dupoux was able to identify Griffin and Robinson by sight at the hearing.

<sup>8</sup> Augustin used this word to describe her reaction when employees refused to vote for the Union.

<sup>9</sup> There was some reference to a Harvey or Harry by Augustin but the record is insufficient to identify this individual or to establish whether he had any relationship to management.

<sup>10</sup> Augustin also initially denied having an argument with a supervisor or threatening one. She subsequently admitted such an argument and admitted that she said she would "get" him.

<sup>11</sup> *International Longshoremen's and Warehousemen's Union, C.I.O. (Sunset Line and Twine Company)*, 79 NLRB 1487 (1948). *Johnston-Tim-*  
Continued

tractual relationship deriving from the mutual consent of principal and agent that the agent shall act for the principal."<sup>12</sup> It is clear from an analysis of the facts in the instant case, considered in light of the above statement, that an agency relationship existed between Augustin and the Union at those times when the crucial statements were made by her. Thus, the record discloses that Augustin was the Union's link to the employees and became such at the request of Griffin in early August. This admitted union official asked Augustin to act as an interpreter for the Union in its organizing campaign and she agreed to and did in fact act in accordance with his request. Although she may have acted in this role initially without payment it is evident from the record that at the time of the alleged statements she was being paid for her services as interpreter for the Union.<sup>13</sup> Dupoux testified that the alleged statements took place after Augustin was laid off and Augustin testified that immediately after she was laid off she agreed, this time at the request of the union president, to continue in her role as an interpreter. It is undisputed that she received money from the union after this conversation with Greenwald. I do not credit the testimony of Augustin, Griffin, and Robinson that the money she received from the Union was paid to her only to reimburse her for her carfare, lunch, and/or dinner expenses. The union checks, on their face, establish that the money was paid for "service rendered" by Augustin during the Union's organizing campaign. Thus, I find that the Union by its request and financial assistance and Augustin by her acceptance of her role as the Union's link of communication with the employees entered into a principal and agent role as defined by the Board in its decision in *Sunset and Twine*.<sup>14</sup>

However, even if the parties had not had such an explicit agreement I would find, in the circumstances of this case, that an agency relationship existed by virtue of the conduct of the parties. Authority to act as an agent can be implied from the conduct of a principal.<sup>15</sup> As noted, Griffin requested Augustin to accompany the union agents to the plant to translate their statements to the employees. Augustin did this on a daily basis, a situation clearly observed by all the employees. In the presence of the union agents she translated their statements, urging the employees to join the Union. She acted as their conduit and as such as their agent.<sup>16</sup> The entire scenario created by the constant presence of Augustin with the Union's business agents placed her in the position where employees reasonably could believe that her state-

ments reflected union policy.<sup>17</sup> There was no evidence that the union business agents or union president advised the employees that there was any limitation on her authority.<sup>18</sup> This record fails to reveal that any such limitation in fact was placed on her authority. Based on the above I find that Augustin was an agent of the Union, acting on its behalf during the organizing campaign.

It having been found that Augustin was an agent of the Union, consideration must be given to the Union's second contention. The Union contends that even if Augustin is found to be an agent she did not have the authority to make any threats and the record fails to reveal that the Union had knowledge of or acquiesced in such conduct. I do not find merit in this argument.

In the matter of *Local 760, International Brotherhood of Electrical Workers, A.F. of L. (Roane-Anderson Company)*, 82 NLRB 696, 712 (1949), the Board considered this issue and stated, "A union's responsibility for the conduct of its agents does not under the Act, necessarily turn upon the question of whether the specific acts performed were actually authorized or subsequently ratified by formal action of the Union."<sup>19</sup>

Also pertinent to the issue is the language used by the Second Circuit in *N.L.R.B. v. Local Union No. 3, International Brotherhood of Electrical Workers, AFL-CIO (New York Telephone Company)*, 467 F.2d 1158, 1160 (1972). In that case the court stated, "Even if the agent in carrying out the Union's policy used means proscribed by the principal, it would not necessarily excuse the Union from responsibility." And in a more recent decision, *Local Lodge Number 5, International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO (Regor Construction Company, Inc.)*, 249 NLRB 840, 848 (1980), the Board again considered the matter and stated, "[T]hus the fact that the Respondent did not specifically authorize the issuance of the threat does not preclude the existence of Respondent's responsibility." Accordingly, I find that the Union is responsible for the action of its agent, if it occurred, even if it did not authorize the specific conduct in question.

As noted, in the factual findings, there is no dispute that statements concerning possible deportation were made during the Union's organizing campaign. The only issue is whether Augustin made them. Dupoux testified that Augustin made the threat on two occasions in the presence of other employees. There is no evidence in this record that the testimony of Dupoux was motivated by her loyalty to this Employer. Her employment with this Employer was of a relatively short duration, at the time of the alleged incidents it was only about 4 months and it ended in or about December 1979 when she was laid off. She has not been recalled and there is no evidence that she expects to be recalled. Further it does not appear that Dupoux had a personal animosity to Augustin prior to the time of the events in question. Augustin testified that she was not certain as to whether she knew Dupoux. Thus, there is no evidence to warrant an inference that Dupoux fabricated her testimony because of

*biglee Furniture Company*, 243 NLRB 116 (1979); *Great Lakes Dredge and Dock Company*, 240 NLRB 197, 198 (1979); *International Brotherhood of Teamsters, General Drivers, Chauffeurs and Helpers Local Union No. 886 (Lee Way Motor Freight, Inc.)*, 229 NLRB 832 (1977).

<sup>12</sup> *Sunset*, *supra* at 1508.

<sup>13</sup> As will be noted below I do not find the payment of money to be a necessary factor to establish agency. I consider it only as further evidence of the agency relationship that existed from the outset.

<sup>14</sup> *Sunset*, *supra* at 1508.

<sup>15</sup> *Al Pfister d/b/a Al Pfister Truck Service*, 236 NLRB 217, 220 (1978); *Emily Tweel Jacobs, Russell Jacobs, and Emil Tweel, d/b/a L. Tweel Importing Co.*, 219 NLRB 666 (1975).

<sup>16</sup> *Portsmouth Lumber Treating, Inc.*, 248 NLRB 1170, 1171 (1980); *Rapid Manufacturing Company*, 239 NLRB 465, 471 (1978); *Broyhill Company*, 210 NLRB 288, 294 (1974).

<sup>17</sup> *Rapid Manufacturing Co.*, *supra* at 471.

<sup>18</sup> *Al Pfister Truck Service*, *supra* at 220.

<sup>19</sup> Case cited also in *Lee Way Motor Freight, Inc.*, *supra* at 832.

any private "feud" she had with Augustin. Nor is there evidence that Dupoux was a strong opponent of unionization or of this particular Union and acted from her own personal convictions about the Union. In sum the record fails to establish that Dupoux testified as she did for any reason other than what she stated; i.e., she heard the statements and was angry that Augustin would use this type of tactic to frighten fellow Haitians.

It was obvious during her testimony and from her demeanor, that she was still "upset" that a fellow Haitian would make such a statement knowing what it meant to her people. It was obvious from the testimony of Dupoux that neither the Union nor the Employer was as important to Dupoux as were her fellow Haitians.

Augustin, as an agent of the Union, on the other hand had a motive to be less than candid and her testimony establishes this lack of truthfulness. In response to inquiries about the amount of money she received from the Union, Augustin initially responded that she received \$50. When shown the checks she admitted that she received \$100 but could not recall exactly why she was given that sum of money. Her initial response to the question concerning whether she had an argument with a female employee was in the negative but thereafter she did recall an argument with an employee. In similar vein she denied having an argument with or making any threatening statement to a supervisor but subsequently she recalled such an incident. And, although she denied that she meant it as a threat, she admitted that she did say that she would "get" the individual. I find it significant that other employees considered her responsible for the visit to the plant by the Immigration officials. I also find it significant that Augustin admittedly became angry with the employees because of their lack of support for the Union. Based on my observation of the witness and the various contradictions in her testimony I do not credit Augustin's denial of the statements attributed to her by Dupoux. Rather I find that she made these statements to groups of employees in the crucial time preceding the election.

It is the Union's final contention that this conduct, if found to have occurred, was isolated and does not warrant setting aside the election. In support of its position the Union relies on language contained in *Matlock Truck Body and Trailer Corp. v. N.L.R.B.*, 495 F.2d 671, 673 (6th Cir. 1973), cert. denied 419 U.S. 964; and *Newport News Ship Building and Drydock Company*, 239 NLRB 82 (1978). I do not find these cases controlling.

In *Dal-Tex Optical Company, Inc.*, 137 NLRB 1782, 1786 (1962), the Board stated, "Conduct violative of Section 8(a)(1) is, *a fortiori* conduct which interferes with the exercise of a free and untrammelled choice in the election."<sup>20</sup> A threat to employees that they would be deported if they did not vote for the Union clearly is a violation of the Act. Nor can this conduct be considered minimal. In *Professional Research, Inc., d/b/a Westside Hospital*, 218 NLRB 96, 97 (1975), the Board stated, "This message, we conclude, clearly was coercive and did have a tendency to restrain the exercise of free

choice in the election." It is interesting to note that in that case there apparently was no evidence that there were in fact illegal aliens. This is not the situation in the instant case, a fact which makes the threat of greater significance. Dupoux, whose testimony I have credited, states that the same threat was made on two occasions to groups of employees. It was made to employees, some of whom were illegal aliens. Both Dupoux and Augustin testified that the employees, on many occasions, expressed their fear about being deported. In a situation, such as this, when the threat was well known and was of a type which played on the very real fears of the employees it cannot be held to be minimal.<sup>21</sup>

Accordingly I find that Augustin, was an agent of the Union acting on its behalf and in that capacity she made the threats attributed to her, which threats violate Section 8(b)(1)(A) of the Act and interfered with the holding of a fair election.

#### VII. THE EFFECT OF THE UNFAIR LABOR PRACTICE UPON COMMERCE

The activities of the Employer as set forth in section III and IV, occurring in connection with the operations of the Employer described in section I, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tend to lead to labor disputes, burdening and obstructing commerce and the free flow of commerce.

#### VIII. THE REMEDY

It having been found that the Union has engaged in certain unfair labor practices, it is recommended that it cease and desist therefrom and that it take certain affirmative action necessary to effectuate the policy of the Act.

#### CONCLUSIONS OF LAW

1. The Employer is engaged in activities affecting commerce within the meaning of the Act.
2. The Union is a labor organization within the meaning of the Act.
3. As found above the Union violated Section 8(b)(1)(A) of the Act by threatening employees with deportation if they did not support the Union.
4. The unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.
5. It is recommended that the Objection be sustained, the election in Case 29-RC-4672 be set aside, and a second election be held.

Upon the foregoing findings of fact and conclusions of law, and upon the entire record and pursuant to Section 10(c) of the Act, I hereby issue the following recommended:

<sup>20</sup> See also *Han-Dee Pak, Inc.*, 249 NLRB 725, 735 (1980); *Mastercraft Leather Manufacturing Company, Inc.*, 249 NLRB 483 (1980).

<sup>21</sup> *Cannery, Warehousemen, Food Processors, Drivers and Helpers, Stanislaus and Merced Counties, Local 748, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (J. R. Wood, Inc.)*, 246 NLRB 758 (1979).

ORDER<sup>22</sup>

The Respondent, Local 300, Cosmetic and Novelties Workers' Union, affiliated with International Production Service and Sales Employees Union, Glendale, New York, its officers, agents, and representatives, shall:

## 1. Cease and desist from:

(a) Restraining or coercing employees of Cosmetic Components Corp. by threatening employees with deportation if they do not support the Union.

(b) In any like or related manner restraining the employees of said Employer in the exercise of rights guaranteed in Section 7 of the Act.

## 2. Take the following affirmative action which is necessary to effectuate the policies of the Act:

(a) Post at its business office, meeting halls, and other places where notices to members are customarily posted copies of the attached notice marked "Appendix."<sup>23</sup> Copies of said notice, on forms provided by the Regional Director for Region 29, after being duly signed by Respondent's representative, shall be posted by Respond-

ent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to members are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(b) Mail to the Regional Director for Region 29 signed copies of said notice for posting by the aforesaid Employer, if willing, in places where notices to employees are customarily posted. Copies of said notice to be provided by the Regional Director for Region 29, after being duly signed by Respondent's official representative, shall be forthwith returned to the Regional Director.

(c) Notify the Regional Director for Region 29, in writing, within 20 days from the date of this Order, what steps Respondent has taken to comply herewith.

IT IS FURTHER RECOMMENDED that the election held on September 27, 1979, among employees of Cosmetic Components Corp. in a unit of all production and maintenance employees including shipping and receiving employees employed at 88-05 76th Avenue, Glendale, New York, excluding all office clericals, guards, and supervisors as defined by the Act be set aside by the Board and that Case 29-RC-4672 be severed and remanded to the Regional Director for Region 29 for the purpose of conducting a new election at such time as he deems that a fair election can be held.

<sup>22</sup> In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

<sup>23</sup> In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."